

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING D0-14	PAGE OF PAGES 1 50	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0054		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 Sep 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: PATSY KRAH 1142P KRAHHPA@IH.NA VY.MIL INDIAN HEAD MD 20640 5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: 301/744-6669 FAX: 301/744-6670					TEL:	FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BLDG 1558, SUPPLY DEPT</u> until <u>15 00</u> local time <u>22 Oct 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME PATSY KRAH		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6669		C. E-MAIL ADDRESS krahgpa@ih.navy.mil	
11. TABLE OF CONTENTS							
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PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONTAINER	4,500	Each	\$ _____	\$ _____
	FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K				
	PURCHASE REQUEST NUMBER 2323132131086				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FILLER	30,000	Each	\$ _____	\$ _____
	FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K				
	PURCHASE REQUEST NUMBER 2323132131090				

OPTION 1

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CONTAINER		Each		
	FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CONTAINER	0003	1	1,000	\$ _____
		1,001	2,000	\$ _____
		2,001	3,000	\$ _____
		3,001	4,000	\$ _____
		4,001	5,000	\$ _____

OPTION 2

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FILLER		Each		
	FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
FILLERS	0004	1	10,000	\$ _____
		10,001	20,000	\$ _____
		20,001	30,000	\$ _____
		30,001	40,000	\$ _____
		40,001	50,000	\$ _____

Option 3

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CONTAINER		Each		
	FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CONTAINER	0005	1	1,000	\$ _____
		1,001	2,000	\$ _____
		2,001	3,000	\$ _____
		3,001	4,000	\$ _____
		4,001	5,000	\$ _____

Option 4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FILLER		Each		
	FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
FILLERS	0006	1	10,000	\$ _____
		10,001	20,000	\$ _____
		20,001	30,000	\$ _____
		30,001	40,000	\$ _____
		40,001	50,000	\$ _____

Option 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Each		

CONTAINER

FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CONTAINER	0007	1	1,000	\$ _____
		1,001	2,000	\$ _____
		2,001	3,000	\$ _____
		3,001	4,000	\$ _____
		4,001	5,000	\$ _____

Option 6

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Each		

FILLER

FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
FILLERS	0008	1	10,000	\$ _____
		10,001	20,000	\$ _____
		20,001	30,000	\$ _____
		30,001	40,000	\$ _____
		40,001	50,000	\$ _____

Option 7

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Each		

CONTAINER

FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CONTAINER	0009	1	1,000	\$ _____
		1,001	2,000	\$ _____
		2,001	3,000	\$ _____
		3,001	4,000	\$ _____
		4,001	5,000	\$ _____

OPTION 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010			Each		

FILLER

FFP - IN ACCORDANCE WITH DRAWING 1516298 REV K

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
FILLERS	0010	1	10,000	\$ _____
		10,001	20,000	\$ _____
		20,001	30,000	\$ _____
		30,001	40,000	\$ _____
		40,001	50,000	\$ _____

NOTE: Should the Government choose to exercise the stepladder options, each option will be exercised for one quantity only. Under no circumstance will the options be exercised for all five quantities. Once a particular option has been exercised, that option is no longer available.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C Descriptions and Specifications

MK 71 MOD 2 ROCKET MOTOR SHIPPING CONTAINER PROCUREMENT STATEMENT OF WORK

1.0 SCOPE:

This Statement of Work (SOW) establishes and defines the requirements for the fabrication, inspection, and test of various MK 71 MOD 2 Rocket Motor shipping components per the Technical Drawings located in Section 2.0.

2.0 APPLICABLE DOCUMENTS:

The contractor is responsible for meeting the requirements of every applicable specification documented on the technical drawings, SOW and contract. The following list of documents is intended as an overview for the top-level requirements for this SOW. The documents listed are of the issue in effect on the date of invitation for bids or request for proposals form a part of this SOW to the extent herein.

Specifications:

ASQ-Q9003	Quality Systems – Model for Quality Assurance in Final Inspection and Test
ISO 10012-1	Quality Assurance Requirements for Measuring Equipment
DOD-STD-2101	Classification of Characteristics
MIL-HDBK-61A	Configuration Management Guidance
MIL-STD-810F	Environmental Engineering Considerations and Laboratory Tests
MIL-P-16594A	Projectiles, Bombs, Rockets, and Guided Missile Warheads, Inert Parts, Manufacture of
MIL-STD-130K	Identification Marking of U.S. Military Property
MIL-STD-1168B	Ammunition Lot Numbering and Ammunition Data Card

Drawings:

Item	Title
1516403-17K	Filler
1516298K	Container, MK 38 MOD 0, Assembly and Details

Data Item Description (DID):

DI-CMAN-80640	Request For Deviation (RFD)
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DI-MISC-81356 Certificate of Compliance

DI-MISC-80508A Technical Report – Study/Services

DI-RELI-81315 Failure Analysis And Corrective Action Report

2.1 Source of Government Documents:

Copies of specifications, standards, and publications required by suppliers in connection with specific procurement functions should be obtained from:

Commander
U.S. Naval Publications and Form Center
5801 Tabor Avenue
Philadelphia, PA 19120

A request for copies of the applicable drawings required to by the contractor or sub-contractor suppliers of material defined by the applicable drawings, statement of work and contractor should be obtained from:

For contract and procurement related inquiries please contact the following personnel:

Commander
Naval Surface Warfare Center/Indian Head Division
101 Strauss Avenue
Indian Head, MD 20640
Attn: Contract Specialist listed in Block 7 of the Solicitation

For production and engineering related inquiries please contact the following personnel:

Commander
Naval Surface Warfare Center/Indian Head Division
101 Strauss Avenue
Indian Head, MD 20640
Attn: Tim Appleby, Code 2310A, Building 526

3.0 REQUIREMENTS:

3.1 General:

The contractor shall fabricate, inspect, test, and deliver the CLIN awarded per the applicable drawings listed in section 2.0. The contractor shall design and fabricate special tooling required to manufacture the respective CLIN.

3.2 Attribute Testing:

Sampling for attribute testing for critical and major characteristics shall be in accordance with MIL-STD-1916, Inspection Level II. Classification of characteristics shall be in accordance with DOD-STD-2101. At the option of the contracting activity, the levels of inspection and classification of characteristics may be raised or lowered; however, inspection for critical characteristics shall be 100 percent.

3.3 Documentation:

3.3.1 Requests For Deviation (RFD)

The prime contractor is responsible for preparing and submitting all requests for deviation. The prime contractor shall prepare and submit a single request for deviation for each proposed change to the engineering requirements as specified on the applicable drawings, specifications, statement of work and contract. All requests for deviation shall be submitted per deliverable CDRL A001.

3.3.2 Discrepancy Reports

Within 5 days of identifying a discrepancy to the drawing, SOW, or contract requirements, the contractor shall prepare and submit a discrepancy report describing the discrepancy observed and proposed corrective actions. Discrepancy reports are a deliverable per CDRL A002.

3.3.3 Attribute Test Report

The contractor is responsible for preparing and submitting an attribute test report for each CLIN. Attribute test reports are a deliverable per CDRL A003.

3.3.4 Certificates of Compliance

A Certificate of Compliance shall accompany each CLIN delivery. This certificate shall certify that all inspection and test data submitted is accurate and that the hardware submitted meets the requirements of the drawing, specification, SOW and contract. The Certificate of Compliance shall include the signature of a contractor representative authorized to make such certification. Certificates of Compliance are deliverables per CDRL A004.

4.0 QUALITY ASSURANCE:

4.1 Responsibility for Inspections

Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of any inspections or tests required to verify compliance to the CLIN drawing and applicable specifications. Except, as otherwise specified, the contractor may utilize his own facilities or any commercial laboratory acceptable to the government. The government reserves the right to perform any inspections or tests required to verify conformance of the CLIN to its drawing and applicable specifications. The test procedures called out in the drawings or this statement of work are the standards by which all tests and inspection shall be performed.

4.2 Government Inspection of Facilities

The Government, through any authorized representative, may inspect the plant or plants of the contractor or of any subcontractors engaged in the performance of this contract.

If any examination or test is made by the Government on the premises of the contractor or a subcontractor, the contractor shall provide and require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government shall be performed in such a manner as will not unduly delay work.

5.0 PRODUCTION:

5.1 Lot Formation

The maximum number of units delivered per material lot must not exceed 50,000 units for the filler and 5,000 units for the containers.

5.2 Lot Identification

All hardware shall be engraved, etched or stamped with the appropriate markings designating the part or drawing number, revision number, and the lot number. The markings shall be in accordance with MIL-STD-130K and the lot number shall be in accordance with MIL-STD-1168B.

6.0 POST PRODUCTION:

6.1 Special Tooling

All special and unique tooling used to manufacture a CLIN included in this SOW shall become Government owned material at the completion of the contract. Special and unique tooling including molds, dies and stamps, shall be delivered to the procuring activity at the completion of the contract.

Title to all special and unique tooling shall pass to the government if the contractor defaults prior to completion of the contract

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) attached in PDF form at the end of the solicitation.

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-**

Bldg: **526**

Code: **2310P**

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

ISO 9000**IHD 45 - SAMPLING OF RECEIVED MATERIAL - ORDNANCE MATERIAL AND ORDNANCE COMPONENT PARTS (NAVSEA/IHD) FEB 2000**

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects ordnance material or ordnance component parts under this contract for Naval rockets or missiles, the following sampling procedures will be used:

MIL-STD-105D - Level I with:

AQL of .065 for criticals

AQL of 1.00 for majors

AQL of w.50 for minors

(b) In all cases the acceptance number will be ZERO (0), the entire lot will be rejected for any defect.

(c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within **45** days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	120 DAYS ADC	Each	4,500	Dest.	N00174 NAVSEA INDIAN HEAD RECEIVING RECEIVING OFFICER BLDG 116 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 ATTN: Gloria Panning CODE: 2310P
0002	120 DAYS ADC	Each	30,000	Dest.	Same as CLIN 0001
0003	120 DAYS AFTER EXERCISE OF OPTION	Each	TO BE DETER- MINED WHEN OPTION IS EXERCIS- ED	Dest.	Same as CLIN 0001
0004	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001
0005	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001
0006	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001
0007	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001
0008	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001
0009	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001
0010	120 DAYS AFTER EXERCISE OF OPTION	Each	SAME AS CLIN 0003	Dest.	Same as CLIN 0001

The Government will evaluate equally, as regards to time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to 0002, 0004, 0006, 0008 & 0010.

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Sea Systems Command
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the- solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☒ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: NAVSEA INDIAN HEAD DIVISION
COMPTROLLER DEPARTMENT, CODE 021
ACCOUNTING AND FINANCE DIVISION, BUILDING 1601
101 STRAUSS AVENUE
INDIAN HEAD, MD. 20640-5035

NOTE: It is extremely important that your invoice be mailed to the address cited above. **FAILURE TO DO SO WILL RESULT IN A DELAY OF YOUR PAYMENT.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: **JOYCE WEAVER**
Phone Number: **(301)744-6575**

Payments/Invoicing:
Phone Number: (301)744-

Technical Representative:
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer
_____ at (301) 744- .

Information will be provided at time of award.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code **2310P**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>

At Login type GIDEP; press enter
At Password press enter

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7037	Evaluation of Offers for Air Circuit Breakers	APR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **See Below**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTIONS 1 AND 2 – 365 DAYS AFTER AWARD OF CONTRACT**OPTION 3 – 365 DAYS AFTER ISSUE OF OPTION 1****OPTION 4 – 365 DAYS AFTER ISSUE OF OPTION 2****OPTION 5 – 365 DAYS AFTER ISSUE OF OPTION 3****OPTION 6 – 365 DAYS AFTER ISSUE OF OPTION 4****OPTION 7 – 365 DAYS AFTER ISSUE OF OPTION 5****OPTION 8 – 365 DAYS AFTER ISSUE OF OPTION 6****52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address:

SECTION J List of Documents, Exhibits and Other Attachments

1. Drawing #'s 1516403 and 1516298
2. Contract Data Requirements List (CDRL's)
3. Data Item Descriptions (DID's)
4. Past performance Matrix
5. Past Performance Questionnaire Cover Sheet
6. Past Performance Questionnaire Interview Sheet

NOTE: All of the above attachments are located at the end of the solicitation in PDF Format. Items 4, 5 and 6 will be removed at time of award.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

	OFFEROR RECOMMENDATIONS		
	PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **321920**.

(2) The small business size standard **500 employees**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if--

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be _____ DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Supply** contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Supply Department. 101 Strauss Avenue, Indian Head, Md. 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

52.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY. (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock No.	Commercial Item (Y or N)	Source of supply Company	Address	Actual Part No.	Mfg?
(1)	(2)	(3)	(4)	(5)	(6)	

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST
(NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to **Naval Surface Warfare Center**, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The technical proposal, past performance information and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

The offeror shall submit the following information:

1. Three (3) copies of the technical proposal, Volume I.
2. Two (2) copies of the past performance information, Volume II.
3. Two (2) completed and signed solicitation packages, with all representation and certifications executed, and with prices in Section B, Volume III.

Volume I , II & III shall be provided by closing date of the solicitation to:

Naval Surface Warfare Center
101 Strauss Avenue, Bldg 1558
Attn: Patsy Kragh, Code 1142P
Indian Head MD 20640-5035

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance) Information shall be submitted as detailed below.

Factor 1 - Management and Quality Assurance
Factor 2 - Technical Comprehension
Factor 3 - Facilities and Equipment
Factor 4 - Past Performance
Factor 5 - Cost/Price

VOLUME I – TECHNICAL PROPOSAL

The technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications and this clause.

The technical proposal shall be limited to seventy-five (75) pages, single-sided, no foldouts, 1 ½ spaced, 10 pitch type (or work processor equivalent). The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated.

Volume I - Shall address Factors 1, 2 and 3 supplements as detailed below:

Factor 1 – Management and Quality Assurance

The offeror shall provide an organization chart with information on how all work efforts will be managed. The offeror shall identify procedures for tracking work in process and provide a milestone chart for each individual item. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as Award of Contract/Purchase Order and include the sequential start and finish times for the following events. This chart shall contain as a minimum the following time lines.

- a. Award of Contract/Purchase Order
- b. Ordering of Production Material
- c. Receipt of Production Material
- d. Start of Production Manufacturing
- e. Inspection points
- f. Completion of manufacturing
- g. Final inspection of Production Material by the cognizant Contract Administration Office
- h. Shipping of Production Material to NAVSEA IHDIV, NSWC

The offeror shall provide a copy of their Quality Control manual that documents all aspects of corporate quality control. This manual shall be evaluated to insure the offeror has the appropriate controls in place to meet the requirements of Factor 1, Management and Quality Assurance and Factor 2, Technical Comprehension.

Factor 2 – Technical Comprehension

The offeror shall provide an in-depth plan detailing how the following processes will be performed, controlled and monitored:

1. Subcontractor support for:
 - a. Purchase of incoming materials including verification and certification.
 - b. Any part of the manufacturing process not performed by the offeror.
2. Mechanical calibration and measuring equipment:
 - a. Calibration intervals are based on stability, purpose and degree of use
 - b. Inspection laboratory has environmental controls
 - c. Calibration standards are traceable to National Institute of Standards and Technology (NIST)
3. Documentation Control:
 - a. Quality Assurance procedures
 - b. Specifications
 - c. Inspection instructions
4. Understanding of Dimensioning and Tolerancing Standard ANSI Y14.5M.

Factor 3 – Facilities and Equipment

The offeror shall submit a sketch of the plant facility showing square footage of shop and list equipment and number of people involved in the manufacturing process and listing all manufacturing and inspection machines/equipment available in-house to effectively produce and deliver all items for which they are requesting to be considered. The offeror shall list maximum throughputs for equipment used to manufacture the items being bid on and present workload for said equipment.

VOLUME II - PAST PERFORMANCE - (Shall contain only Past Performance Information)

Factor – 4 Past Performance

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (attached), who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) realibility success; (4) program management; (5) and the quality of products.

The offeror will submit the Past Performance Questionnaire (attached) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. THE OFFEROR SHALL INSTRUCT THE **REFERENCES** TO **COMPLETE** THE PAST PERFORMANCE QUESTIONNAIRE AND **MAIL** THEM DIRECTLY TO:

Naval Surface Warfare Center
101 Strauss Avenue, Bldg 1558
Attn: Patsy Kragh, Code 1142P
Indian Head MD 20640-5035

BY NO LATER THAN THE CLOSING DATE OF THE SOLICITATION

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by **Closing Date of Solicitation** will result in the inability of the Government to rank the offeror's past performance.

NOTE: PAST PERFORMANCE INFORMATION & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION.

VOLUME III - Price (with completed solicitation package)

Factor 5 – Cost/Price

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available.

This folder/binder shall contain (2) complete copies of the solicitation (the RFP) with all Representations/Certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed prices fair and reasonable.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)
(NAVSEA/IHD)**

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal
Past Performance
Cost/Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

A. TECHNICAL PROPOSAL

1. The following technical factors shall apply:

Management and Quality Assurance
Technical Comprehension
Facilities and Equipment

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
- ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
- iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
- iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
- v. Program Management. The offeror's ability to meet or exceed its subcontracting plans.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:
- a. Neutral: Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.
 - b. Excellent: The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.
 - c. Good: The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.
 - d. Average: The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.
 - e. Poor: The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.
- N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. COST/PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.
2. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example.

Offeror	Score of Factors 1, 2 & 3*	Past Performance Rating	Cost/Price
A	88	Excellent	\$36,000
B	93	Excellent	\$47,500
C	0**	Good	\$39,500
D	82	Excellent	\$37,200
E	93	Poor	\$38,500

* - Not to exceed 100

** - Offeror did not submit technical criteria as stated in the RFP instructions – was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price.

In the example the Government may award to Offeror A, or Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A). Offeror C would not be considered for award due to a 0 technical score. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past performance rating.

Form Approved
OMB No. 0704-0188

CONTRACT LINE ITEM NO.

C. CATEGORY:

TDP	TM	OTHER X
-----	----	---------

E. CONTRACT/PR NO.

F. CONTRACTOR

1. DATA ITEM NO.
A001

2. TITLE OF DATA ITEM

REQUEST FOR DEVIATION (RFD)

3. SUBTITLE

5. CONTRACT REFERENCE
SOW 3.3.1

6. REQUIRING OFFICE
NAVSURFWARCEN, CODE 2310

7. DD 250 REQ
LT

9 DIST STATEMENT
REQUIRED

10. FREQUENCY
ASREQ

12. DATE OF FIRST SUBMISSION
SEE BLK 16

14.	DISTRIBUTION
-----	--------------

8. APP CODE
N/A

N/A

11. AS OF DATE
N/A

13. DATE SUBSEQUENT SUBMISS
SEE BLK 16

a. ADDRESSEE	FINAL
SEE BLOCK 16	Draft Reg

16. REMARKS

BLK 12 & 13: This data item (Request for Deviation) must be submitted when government approval of a deviation from the drawing, statement of work, and/or contract is being sought. The government shall respond to the RFD within five business days of RFD receipt.

BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a.

Commander
Naval Surface Warfare Center, Indian Head Division
101 Strauss Avenue
Indian Head, Maryland 20640-5035
Attn: Code 1142

12.

Code 1142

1

Code 2310A

1

15. Total

2

PREPARED BY

Timothy Appleby
Timothy Appleby, Code 2310A

H. DATE

2003-07-16

I. APPROVED BY

M. Elaine Furber

J. DATE

2023-07-17

DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price

DATA ITEM DESCRIPTION

Title: REQUEST FOR DEVIATION (RFD)

Number: DI-CMAN-80640C
AMSC Number: D7389
DTIC Applicable: No
Office of Primary Responsibility: D/DUSD(AT&L)SE
Applicable Forms: N/A
Approval Date: 20000930
Limitation: N/A
GIDEP Applicable: No

Use, Relationships: A Request for Deviation describes a proposed departure from (a non-conformance with) the contractually-specified configuration documentation for a specific number of units or for a specified period of time.

A Request for Deviation enables the Government to determine the impact on performance, operational readiness, logistics support or other affected areas.

This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task specified in the contract.

Data Item Description submittal in Extensible Markup Language (XML) is acceptable. An XML Document Type Definition (DTD), associated XML document template, and other information is available from <http://www.geia.org/836/>

This DID supersedes DI-CMAN-80640B and DI-CMAN-80641B.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Request for Deviation (RFD) shall be prepared in contractor format. The RFD content shall include the consideration to be provided if the government accepts the deviation and, where applicable, the following information:
 - a. a complete description of the contract requirement affected and the nature of the deviation (non-conformance)
 - b. number of units (and serial/lot numbers) to be delivered in this configuration
 - c. any impacts to logistics support elements (such as software, manuals, spares, tools, and similar) being utilized by government personnel or to the operational use of the product
 - d. information about remedial actions being taken to prevent reoccurrence of the non-conformance

The following references may be useful in defining content: MIL-HDBK-61, Configuration Management Guidance (paragraph 4.3 and Table 4-9) and ANSI/EIA-649-1998, National Consensus Standard for Configuration Management (paragraph 5.3.4).

END OF DI-CMAN-80640C.

CONTRACT DATA REQUIREMENTS LISTForm Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

CONTRACT LINE ITEM NO.**B. EXHIBIT****C. CATEGORY:**

A

TDP

TM

OTHER X

D. SYSTEM/ITEM**E. CONTRACT/PR NO.****F. CONTRACTOR**

MK 71 ROCKET MOTOR

2. TITLE OF DATA ITEM

3. SUBTITLE

A002

FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT

DISCREPANCY REPORT

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE

DI-RELI-81315

SOW 3.3.2

NAVSURFWARREN, CODE 2310

7. DD 250 REQ

9. DIST STATEMENT

10. FREQUENCY

12. DATE OF FIRST SUBMISSION

LT

REQUIRED

ASREQ

SEE BLOCK 16

14. DISTRIBUTION

8. APP CODE

N/A

11. AS OF DATE

13. DATE SUBSEQUENT SUBMISS

N/A

N/A

N/A

SEE BLK 16

b. COPIES

a. ADDRESSEE

FINAL

SEE BLOCK 16

Draft

Reg

Repo

16. REMARKS

BLK. 12 & 13: This data item (Discrepancy Report) must be submitted when a discrepancy to the requirements of the drawing, statement of work, contract and/or in-process inspection requirement has been identified and prior to continuing with manufacturing that would result in the continued production of the discrepancy. The government shall respond to the Discrepancy Report within five business days of discrepancy report receipt.

BLK 14a: The following address should be used for the distribution of this data item. The "Attn:" code shall change appropriately to correspond to the addressees listed in block 14a.

Commander

Naval Surface Warfare Center, Indian Head Division

101 Strauss Avenue

Indian Head, Maryland 20640-5035

Attn: Code 1142

1142

1

2310A

1

15. Total

2

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

Timothy Appleby
Timothy Appleby, Code 2310A

2003-07-16

M. Elaine Funkhouser

2003-07-17

DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

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1. TITLE

Failure Analysis and Corrective Action Report

2. IDENTIFICATION NUMBER

DI-RELI- 81315

3. DESCRIPTION/PURPOSE

3.1 Provides immediate reporting of failure and subsequent details failure analysis results and corrective action recommendation.

4. APPROVAL DATE
(YYMMDD)
930125

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)
G/Y224

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data resulting from the work task as described by MIL-STD-781D and MIL-STD-785B.

7.2 This DID supersedes DI-R-5299C.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

G6891

10. PREPARATION INSTRUCTIONS

10.1 Reference documents. The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

10.2 Content. The report shall contain the following:

- Failure Analysis Report Number. (See 10.5)
- Contract number.
- Equipment title.
- Equipment serial number.
- Date of failure..
- Test failed.
- Effect on equipment.

11. DISTRIBUTION STATEMENT

(Continue on Page 2)

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

10. PREPARATION INSTRUCTIONS (Continued)

h. Total test time at failure.

10.3 Preliminary Report. Content and format shall be as follows:

10.3.1 Content.

- a. Originator of the report.
- b. Date of the failure.
- c. Date of the report.
- d. Contractor's name.
- e. Failure Analysis Report Number. (See 10.5)
- f. Contract number.
- g. Equipment, title, part number, and serial number.
- h. Assembly title, part number, and serial number.
- i. Subassembly title, element or module title, part number, and serial number.
- j. Part name, part number, serial number, date code, and manufacturer.
- k. Name and specification of test failed.
- l. Elapsed time and phase of test failed.
- m. Total operation time of unit at time of failure.
- n. Failure symptoms.
- o. Failure mode.
- p. Classification failure (independent or dependent).
- q. Type of failure from Failure Keyword List. (See 10.7)
- r. Disposition of failed item.
- s. Any supplemental information relating to the failure (i.e., any internal contractor assessments, records, reports, correspondence, etc.).

10.3.2 Format. The report may be handwritten and legible.

10. PREPARATION INSTRUCTIONS (Continued)

10.4 Final Report

10.4.1 Content. The final report shall contain the items required in the Preliminary Report and the following additional items shall be included:

- a. Reference-Failure Analysis Report Number (see 10.5)
- b. Failure Analysis methods.
- c. Failure Analysis results.
- d. Statement as to whether this is a pattern failure. If it is, the reports of the other failure(s) will be referenced.
- e. Corrective action:
 - (1) Action on individual equipment failure.
 - (2) Measures to prevent other failures.

10.4.2 Format. The same format may be used for both Preliminary report and Final report.

10.5 Failure Analysis Number

a. Format. In accordance with the format code: X - N - T - F1 - F2 .

- (1). X is the equipment type number.
- (2). N is the sequential failure number.
- (3). T is the test phase in which the failure occurred.
 - (a) T=A for acceptance test.
 - (b) T=B for subassembly test.
 - (c) T=C for receiving inspection.
 - (d) T=D for reliability test.
 - (e) T=E for qualification test.
 - (f) T=F for system/equipment burn-in.
 - (g) T=G for system integration.

(4). F1 is the total number of failures of the same part number (i.e., resistor, capacitor, inductor, transistor, etc.) manufactured by the same vendor.

10. PREPARATION INSTRUCTIONS (Continued)

(5). F2 is the total number of occurrences of a specified failure mechanism of the same part number manufactured by the same vendor.

10.6 Nonrelevant and Unverified Failures. Nonrelevant and unverified failures shall not have the F1 and F2 numbers assigned because these types of failures do not relate to a part type failure. Instead, these failures shall be coded as "NR" for a nonrelevant failure and "UV" for an unverified failure.

10.7 Failure Keyword List.

10.7.1 Content. The content shall include:

- (1) Workmanship.
- (2) Handling.
- (3). Process.
- (4). Design.
- (5). Marking.
- (6). Test Equipment.
- (7). Contamination.
- (8). Open Bond Wire.
- (9). Electrical Short.
- (10). Electrical Open.
- (11). Software.
- (12). Mechanical.
- (13). Nonrelevant.
- (14). Under Investigation.
- (15). Unknown.
- (16). Unverified.
- (17). Glitch.
- (18). Testing Error.
- (19). Tolerance.

CONTRACT DATA REQUIREMENTS LISTForm Approved
OMB No. 0704-0188

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CONTRACT LINE ITEM NO.**B. EXHIBIT A.****A****C. CATEGORY:**

TDP

TM

OTHER X

D. SYSTEM/ITEM**MK 71 ROCKET MOTOR****E. CONTRACT/PR NO.****F. CONTRACTOR**

1. DATA ITEM NO.

A003

2. TITLE OF DATA ITEM

TECHNICAL REPORT - STUDY/SERVICES

3. SUBTITLE

ATTRIBUTE TEST REPORT

4. AUTHORITY (Data Acquisition Document No.)

DI-MISC-80508A

5. CONTRACT REFERENCE

SOW 3.3.3

6. REQUIRING OFFICE

NAVSURFWARREN, CODE 2310

7. DD 250 REQ

LT

9. DIST STATEMENT

REQUIRED

10. FREQUENCY

ASREQ

12. DATE OF FIRST SUBMISSION

SEE BLK 16

14. DISTRIBUTION

b. COPIES

8. APP CODE

N/A

11. AS OF DATE

N/A

13. DATE SUBSEQUENT SUBMISS

SEE BLK 16

a. ADDRESSEE

SEE BLOCK 16

FINAL

Draft Reg Repo

16. REMARKS

BLK 12 & 13: This data item (Attribute Test Report) must be submitted with each material and material lot.

BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a.

Commander

Naval Surface Warfare Center, Indian Head Division

101 Strauss Avenue

Indian Head, Maryland 20640-5035

Attn: Code 1142

12.

Code 1142

1

Code 2310A

1

15. Total

2

G. PREPARED BY

Timothy Appleby
Timothy Appleby, Code 2310A

H. DATE

2003-07-16

I. APPROVED BY

M. Elaine Finkhouse

J. DATE

2003-07-17

DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price

DATA ITEM DESCRIPTION

Title: TECHNICAL REPORT - STUDY/SERVICES
Number: DI-MISC-80508A
Office of Primary Responsibility: G/TS-ALS
GIDEP Applicable: No
AMSC Number: G7408
DTIC Applicable: Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd.,
Ste. 0944, Ft. Belvoir, VA 22060-6218
Approval Date: 7 November 2000
Applicable Forms: No

Use/Relationship

A technical report provides fully documented results of studies or analyses performed. This data item description contains the format and content instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersede DI-MISC-80508.

Requirements:

1. Format.
 - (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
 - (b) Text shall be prepared on standard letter size paper (8 1/2" x 11").
 - (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
 - (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.
2. Content.
 - (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.
 - (b) Table of Contents
 - (c) Section I - Includes the following:
 - (1) Introduction
 - (2) Summary - A brief statement of results obtained from the analytic effort.
 - (3) Conclusions and their condensed technical substantiation's.
 - (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

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CONTRACT LINE ITEM NO.		B. EXHIBIT A. A		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK 71 ROCKET MOTOR		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM CERTIFICATE OF COMPLIANCE		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81356		5. CONTRACT REFERENCE SOW 3.3.4		6. REQUIRING OFFICE NAVSURFWARCN, CODE 2310	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION	
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS SEE BLK 16	b. COPIES	
16. REMARKS BLK 12 & 13: This data item (Certificate of Compliance) must be submitted with each material and material lot. BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a. Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 1142				a. ADDRESSEE SEE BLOCK 16	
				FINAL	
				Draft Reg Repo	
				12.	
				Code 1142	1
				Code 2310A	1
				15. Total	

G. PREPARED BY Timothy Appleby, Code 2310A		H. DATE 2003-07-16	I. APPROVED BY M. Elaine Junkhous	J. DATE 2003-07-17
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DD FORM 1423-1, JUN 90 Previous editions are obsolete. 1161/183 Attachment (F)

17. Price Group
18. Estimated Total Price

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

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1. TITLE

CERTIFICATE OF COMPLIANCE

2. IDENTIFICATION NUMBER

DI-MISC-81356

3. DESCRIPTION / PURPOSE

3.1 The Certificate of Compliance will attest that the contractor has provided the parts/items that complies with all the technical and quality requirements and that the contractor has not deviated from the contract requirements.

4. APPROVAL DATE (YYMMDD)

930720

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

N/SPCC 8733

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION / INTERRELATIONSHIP

7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

N6949

10. PREPARATION INSTRUCTIONS

10.1 Format. The Certificate of Compliance shall be prepared in a format similar to that of Figure 1.

10.2 Content. The Certificate of Compliance shall contain:

- Contractor, address, phone number and date.
- The Contract issuing agency's purchase order number.
- The National Stock Number(s) (NSN).
- Item Nomenclature (noun name) of the item purchased.
- Contractor's or authorized personnel's signature.
- A statement to the effect that all items furnished on the contract are in full compliance with the specifications and requirements.

Continue on Page 2 of 2 Pages

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

DI-MISC - 81356

Block 10. Preparation Instructions (continue)

CERTIFICATE OF COMPLIANCE

From: _____

Name of Firm

Address: _____

Phone: (____) _____

Date: _____

To: Ships Parts Control Center
Attn: Code 875
5450 Carlisle Pike
P.O. Box Mechanicsburg, PA 17055-0788

SPCC Contract/Purchase Order Number: _____

National Stock Number: _____

Item Nomenclature: _____

All items furnished on this contract are in full compliance with
all specification and contract requirements.

Quality Assurance Manager

Senior Official

NOTE: The recording of false, fictitious or fraudulent statements
or entries on this document may be punished as a felony under
Federal Statutes.

Figure 1 - Sample format for Certificate of Compliance

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-03-R-0054**

Name of offeror questionnaire is being completed for:

Name of company completing questionnaire:

Name of the person and title completing questionnaire:

Length of time your firm has been involved with the offeror:

Type of work performed by referenced offer:

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

NAVSEA INDIAN HEAD, SURFACE
WARFARE CENTER DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Patsy Kragh, Contract Specialist,
Code 1142P
BY: **CLOSING DATE OF SOLICITATION**

FACTOR 4
PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-03-R-0054

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- | | |
|--------------------|--|
| Excellent - | The offerors performance was consistently superior. The contractual performance was accomplished with minor problems for which corrective action taken by the contractor was highly effective. |
| Good - | The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again. |
| Average - | The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.. |
| Neutral - | No record exists. |
| Poor - | The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractors corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances. |

CUSTOMER SATISFACTION

1. The referenced contractor was responsive to the Customers needs. E G A N P N/A
2. The contractors personnel were qualified To meet the requirements. E G A N P N/A
3. The contractors ability to accurately estimate Costs. E G A N P N/A

TIMELINESS

4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. E G A N P N/A

RELIABILITY

5. The contractor had a clear understanding of the work Detailed in the SOW. E G A N P N/A
6. The contractors ability to complete tasks correctly the first time. E G A N P N/A
7. The contractors ability to resolve problems. E G A N P N/A

PRODUCT QUALITY

8. The contractors quality and reliability of services delivered. E G A N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G A N P N/A

PROGRAM MANAGEMENT

10. The offeror's ability to meet or exceed its subcontracting plans. E G A N P N/A

PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name: _____, Date _____.

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION
SEE FAR 3.104

Attachment (2)

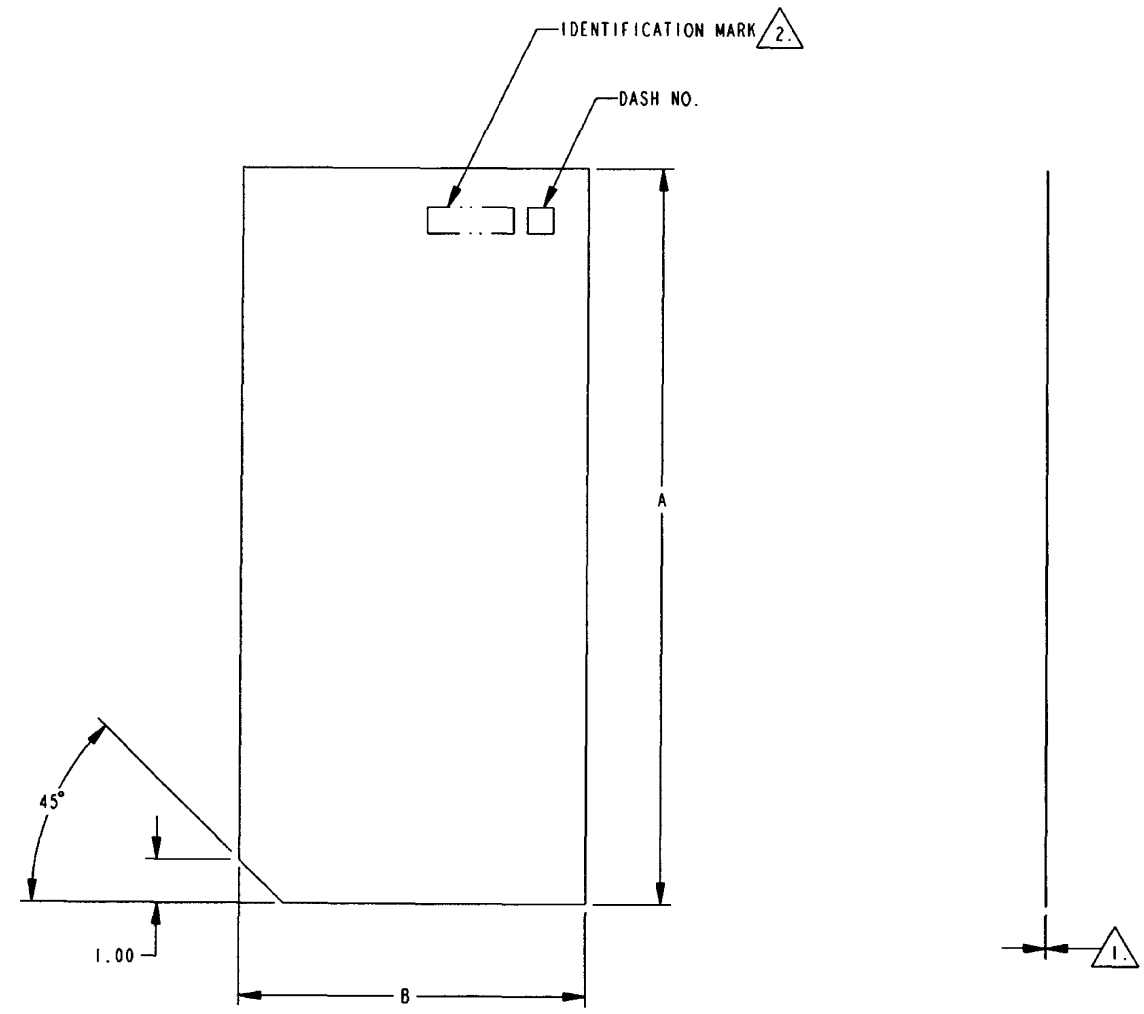
NOTES:
1. CORRUGATED FIBERBOARD, TYPE CF, CLASS D, VARIETY SW, GR 200, B OR C FLUTE, DOUBLEFACED PER ASTM D4727.
2. IDENTIFY IN ACCORDANCE WITH MIL-R-81128, METHOD III, TYPE I, USING BLACK INK, A-A-208, TYPE II.
3. INTERPRET DRAWING IN ACCORDANCE WITH ASME Y14.100-2000, APPENDIX B-E, AND ASME Y14.5M-1994.

CRITICAL- NONE
MAJOR- NONE
MINOR- ALL CHARACTERISTICS

REVDESCRIPTIONDATEAPPROVAL
A1SEE REV DIR 9506 & NOC 283926-29-60QJ
B1SEE REV DIR 9560 & NOC 2879712-20-60TH
C1SEE REV DIR 3515510-6-61CS
D1SEE REV DIR 3560812-1-61CS
E2SEE REV DIR 522601-24-63R.L.L.
FSEE NOR NWC 6067-15-71LAF
GSEE REV DIR 1516403-G6-10-77HAM
HSEE NOR 1516403-H9-15-82MEY
JREDRAWN WITH FORMAT CHANGES7/29/02C.P.
KSEE ECP 1H02056
KSEE ECP 1H030081/27/0368

CAD MAINTAINED CHANGES SHALL BE INCORPORATED BY THE DESIGN ACTIVITY.

DASH NO.	A	B	USED ON
1	6.75	5.00	LD269101, LD269091
2	12.00	9.00	LD269066, LD269077, LD269065, LD268087, LD270032
3	12.62	10.43	LD174747, LD269043
4	15.62	12.50	LD269093, LD270043
5	7.00	5.00	LD269010
6	13.37	10.37	LD268077
7	12.50	12.50	LD268075
8	17.00	8.00	LD269010
9	38.62	21.93	LD268129
10	21.50	14.50	LD268133
11	15.50	8.25	LD269468
12	11.75	8.25	LD269468
13	20.75	17.25	LD269448
14	15.00	15.00	LD269594
15	15.62	15.62	LD270000
16	14.00	14.00	LD270006
17	6.50	6.50	DL318AS200



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UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
GENERAL TOLERANCES
XX DECIMALS ± .06
XXX DECIMALS ±
ANGLES ±

BUREAU OF ORDNANCE
DEPARTMENT OF THE NAVY
NAVAL ORDNANCE TEST STATION
CHINA LAKE, CALIFORNIA

ENGINEER
ENGINEER
CHECKED
DRAWN
APPROVED FOR BUORD
DATE

SEE "USED ON" COLUMN IN TABLE
NEXT ASSY
APPLICATION

DO NOT SCALE DRAWING

CURRENT DESIGN ACTIVITY CAGE CODE 14083
DEPARTMENT OF THE NAVY
NAVAL SURFACE WARFARE CENTER
INDIAN HEAD DIVISION
INDIAN HEAD, MARYLAND 20640-5035

DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
WASHINGTON, D.C. 20362

FILLER

SIZE CAGE CODE DRAWING NUMBER
D 10001 1516403
SCALE: 1/2 WEIGHT: SHEET 1 OF 1

CAD MAINTAINED. CHANGES SHALL BE INCORPORATED IN THE DESIGN ACTIVITY.